

9. Approve Amendment #4 to M-56-98/BJC – Utility Relocation for SR 434, Phase II with Rockett & Associates, Orlando (\$41,407.00).

M-56-98/BJC provides for a continuation of the design of the SR 434-Phase II relocation of the utility for the Florida Department of Transportation (FDOT) road-widening project.

Amendment #4 will add hours for construction administration and inspection. This is a Florida Department of Transportation (FDOT) project with utility relocates by an FDOT contractor via Interlocal Agreement between the County and FDOT. The construction is taking longer than anticipated and is requiring a full-time inspector presence, including night work and weekends. The completion time for this project is November 2004. The following is a summary of the cost of the project:

Original Contract Sum	\$122,552.59
Amendments #1-3	295,661.22
Add Amendment #4	<u>41,407.00</u>
Revised Contract Sum	\$459,620.81

Funds are available in account number 087801-56065000 (Water and Sewer, Construction in Progress) CIP #DF885241X. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute the Amendment as prepared and approved by the County Attorney's Office.

FOURTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT (M-56-98/BJC)
UTILITY RELOCATION FOR S.R. 434 - PHASE II

THIS FOURTH AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 5th day of May, 1998, as amended on July 26, 2000, November 14, 2002, and on June 11, 2003, between **ROCKETT & ASSOCIATES**, formerly known as **BLOUNT, SIKES & ASSOCIATES**, whose address is 1199 North Orange Avenue, Orlando, Florida 32804, hereinafter referred to as "ENGINEER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the ENGINEER and COUNTY entered into the above-referenced Agreement on May 5, 1998, as amended on July 26, 2000, November 14, 2002, and on June 11, 2003, for engineering services utility relocation on S.R. 434, Phase II; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation therefore; and

WHEREAS, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Scope of Services attached to the Agreement is increased to provide for the additional services provided in the attached Exhibit "A," which is incorporated by this reference.

2. The COUNTY agrees to compensate ENGINEER the fixed fee sum of FORTY-ONE THOUSAND FOUR HUNDRED SEVEN AND NO/100 DOLLARS (\$41,407.00) for the increased Scope of Services. The total fixed fee compensation through this Fourth Amendment is the fixed sum of FOUR HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED TWENTY AND 81/100 DOLLARS (\$459,620.81). In no event shall ENGINEER be paid more than the fixed fee sum stated above.

3. Except as herein modified, all terms and conditions of the Agreement dated May 5, 1998, as amended on July 26, 2000, November 14, 2002, and on June 11, 2003 shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

4. The County Manager is hereby authorized to execute this Amendment on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ROCKETT & ASSOCIATES f/k/a
BLOUNT, SIKES & ASSOCIATES

LOWRY E. ROCKETT, Secretary

By: _____
JIM HUCKEBA, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/19/04
4am-m-56

Attachment:
Exhibit "A" - Scope of Services

M-56-98/BJC

**UTILITY RELOCATION FOR S.R. 434 PHASE II
FOURTH AMENDMENT**

SCOPE OF SERVICES

These additional services are necessitated by the Contractor changing the schedule for utility work to coincide with the proposed roadway work schedule. Roadway construction phasing has delayed the proposed force main and reclaimed water main construction until the traffic was changed over to the new (southbound lanes) roadway. This change in scheduling has extended the utility work duration requiring additional field inspection time. There have been several cases where unforeseen conditions have required field engineering to eliminate conflicts with other utility lines and/or roadway work. Due to the changes in the proposed work to resolve such conflicts, the jurisdictional agencies have required notification and documentation of the changes to be reflected in the as-built drawings. Some of these changes have, or will require Work Orders be executed by the FDOT. These Work Orders will be reviewed and an acceptable cost for the work will be negotiated and recommended for approval by Seminole County. These tasks will allow R&A to advise Seminole County of the Contractor's conformance with the contract documents and assure responsiveness to the jurisdictional agencies through project close-out.

Task 1 – Construction Phase Services for Project Close-out

- 1.1 Provide field inspection services during installation and testing of the remaining portion of the reclaimed water main.
- 1.2 Provide field inspection services during installation and testing of the 4" force main crossing at Station 6+20. The existing force main was determined to lack adequate cover for subsequent roadway construction operations.
- 1.3 Provide coordination and inspection for the interconnection with the City of Oviedo's potable water main in the Dalton Drive area.
- 1.4 Provide field inspection services for the installation of air release valves and structures.
- 1.5 Continuation of attendance of the FDOT weekly utility progress meetings.
- 1.6 Review and negotiation of Work Orders requested by the Contractor.
- 1.7 Verify and document location of valves and fittings (and locator balls) on all new water mains, force mains and reclaimed water mains utilizing Seminole County's GPS system.
- 1.8 Make substantial and final completion inspections and develop punch lists for each corresponding completion status.
- 1.9 Review of contractors final as-builts drawings and project material totals. Integration of Contractor's as-built information into a final deliverable to the jurisdictional agencies and Seminole County.
- 1.10 Attendance of meetings with Seminole County, FDOT and the Contractor to discuss the validity and value of any remaining claims.

M-56-98/BJC

**UTILITY RELOCATION FOR S.R. 434 PHASE II
FOURTH AMENDMENT**

COMPENSATION

BASIS: The compensation to the Engineer for performing the described services shall be in accordance with Section 4, "compensation", of the Consultant Services Agreement (M-56-98/BJC).

Task 1 – Construction Phase Services for Project Close-out

METHOD: Fixed Fee Not-to-Exceed Amount

AMOUNT: Forty one thousand four hundred seven dollars (\$41,407.00)

Manhour and Cost Summary

Project Manager.....	100 Hours ..x \$101.50/hr	\$10,150.00
Construction Observer	410 Hours...x \$ 69.60/hr	\$28,536.00
CAD Technician	36 Hours.....x \$ 46.08/hr	\$ 1,658.88
Clerical/Administrative.....	32 Hours.....x \$ 24.91/hr	<u>\$ 797.12</u>
	Subtotal Labor Cost	\$41,142.00
	Reimbursable Expense	<u>\$ 265.00</u>
	TOTAL	\$41,407.00

TIME OF COMPLETION

The time of completion for providing the services described in this Third Amendment to Agreement M-56-98/BJC will be concurrent with FDOT's Contractor's construction schedule.